

TYPE OF LOAN (*Specify*)

RELEASE FROM PERSONAL LIABILITY

STATE:

COUNTY:

CASE NO.:

PART 1.

THIS RELEASE is executed on _____, 19 ____.

The United States of America, acting through the Rural Development mission area or Farm Service Agency or their successor agencies, hereinafter referred to as the Government, is holder or insurer of loan(s) evidenced by certain promissory note(s), bond(s), assumption agreement(s), called notes executed by _____ payable to the Government and further identified as follows:

TABLE I

<i>KIND OF INSTRUMENT</i>	<i>DATED</i>	<i>ORIGINAL PRINCIPAL</i>	<i>UNPAID PRINCIPAL</i>	<i>ACCRUED INTEREST</i>	<i>INTEREST RATE</i>

In connection with such loan(s) the Government is the holder of the following-described security instrument(s) on property located in _____ County, State of _____

TABLE II

<i>KIND OF INSTRUMENT</i>	<i>DATED</i>	<i>OFFICE WHERE RECORDED OR FILED</i>	<i>BOOK, VOL. OR DOCUMENT NO.</i>	<i>PAGE NO.</i>

Taxpayer Identification Number _____

Borrower discharged under Title II of the United States Code (Bankruptcy) ☐ Yes ☐ No

☐ **PART 2. FOR TRANSFER WITH ASSUMPTION**

_____, called Transferor
has (have) conveyed the property described in the security instrument(s) listed in Part 2 of this form, to _____
_____, called Transferee.

Transferees by assumption agreement have assumed the obligations of the note(s) and security instrument(s) including personal liability for payment of all or part of unpaid indebtedness of Transferor and, if an insured loan is involved, payment of (a) a separate annual loan or mortgage insurance charge to the Government, if and as provided in any such instrument(s), and (b) indemnification to the Government for any amounts paid or loss suffered by it because of Transferee's failure to meet the obligation under the note(s), security instrument(s), and assumption agreement(s).

If Transferee has not assumed all of the unpaid indebtedness of Transferor, the undersigned has determined that Transferor meets the conditions set forth in the statute(s) and the Government servicing regulations applicable to the type of loan(s) involved.

Therefore, the Government hereby releases the Transferor from personal liability to the Government for the indebtedness and obligations evidenced by or incurred under the terms of said note(s) and security instrument(s); provided, however, that nothing in this form shall release or extinguish any part of said indebtedness or obligations, including interest and all other amounts nor release the security instrument(s) or any part of the property covered by those instruments from the lien thereof, nor modify or impair the priority or enforceability of such lien(s), and the Government retains unto itself and its assigns all rights against the Transferor necessary to preserve the lien(s), priority, and enforceability of such security instrument(s) against the property covered by those instruments and all rights and remedies of the Government by subrogation or as holder or insurer of the note(s), loan(s) or security instrument(s), against all parties other than the Transferor.

☐ **PART 3. FOR WITHDRAWAL OF JOINT OBLIGOR**

_____ has conveyed his or her interest
in the property described in the security instrument(s) described in Part I of this form to _____

Because _____ shall continue to be personally liable for the obligations under the terms of the note(s) and security instrument(s) described in Part 1 of this form for payment of the unpaid indebtedness on the loan(s) and if an insured loan is involved, for payment of (a) a separate annual loan or mortgage insurance charge to the Government, if and as provided in any such instrument(s), and (b) indemnification to the Government for any amounts paid or loss suffered by it because of failure to meet the obligations under the note(s) and security instrument(s).

Therefore, the Government releases _____
from personal liability to the Government for the indebtedness and obligation of said note(s) and security instrument(s).

☐ **PART 4. FOR RELEASE OF CO-SIGNER FOR RURAL HOUSING (RH) LOAN.**

_____ co-signed promissory note(s)
described in Part I of this form with _____
Another co-signer acceptable to the Government has been substituted to assure repayment of the note(s).

Therefore, the Government hereby releases _____
as co-signer, from personal liability to the Government for the indebtedness evidenced by promissory note(s) described in Part 1 of
this form.

☐ **PART 5. FOR CASH SALE NOT RESULTING IN FULL PAYMENT OF INDEBTEDNESS FOR
FARM LOAN PROGRAMS**

_____, called Transferor, has with the
consent of the Government sold the property described in the security instrument(s) subject thereto; however sale proceeds were insufficient
to pay Transferor's indebtedness to the Government in full. The undersigned has determined that Transferor meets the conditions for
release of personal liability set forth in the statute(s) and the Government servicing regulations applicable to the type of loan(s) involved.

Therefore, the Government hereby releases Transferor from personal liability for the remaining debt.

This release from liability from the Government may result in a tax liability. Any questions regarding possible tax liability should
be directed to a tax advisor.

IN WITNESS WHEREOF, this release is executed as the act and deed of the Government by the undersigned, acting pursuant to
duly delegated authority.

WITNESS

UNITED STATES OF AMERICA

By: _____

Title: _____

Agency Official: